

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN
AND THE
AUSTIN INDEPENDENT SCHOOL DISTRICT**

This Interlocal Cooperation Agreement (Agreement) is between the City of Austin, a Texas municipal corporation, through its Parks and Recreation Department (CITY), and the Austin Independent School District (AISD). This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. AISD represents that the amount of compensation to be made to it under this Agreement will fairly compensate it for the services or functions described below.

Recognizing the importance of early intervention to improve the reading and writing skills of youth; the City of Austin supports the fundamental concept of A Community for Education "ACE", a K-2nd grade Reading Tutoring Intervention Program offered at Allison, Brooke, Govalle, Metz, Ortega and Zavala elementary schools. The purpose of the agreement is to support the funding of the ACE program at the aforementioned elementary schools. The funding, provided by the City of Austin, will be allocated in the following manner:

- Allison Elementary School - \$14,000 to partially fund ACE Tutoring.
- Brooke Elementary School - \$14,000 to partially fund ACE Tutoring.
- Govalle Elementary School - \$14,000 to partially fund ACE Tutoring.
- Metz Elementary School - \$30,000 to partially fund ACE Tutoring.
- Ortega Elementary School - \$14,000 to partially fund ACE Tutoring.
- Zavala Elementary School - \$14,000 to partially fund ACE Tutoring.

Funds previously utilized by the above-listed campuses to support Ace Tutoring will be used to implement programs that develop student literacy and/or mathematical understanding.

The CITY and AISD agree to enter into this Agreement as follows:

A. Term

The term of this agreement is October 1, 2014 through September 30, 2015, with two one-year extension options if funding is available in the City budget to support the program.

B. Services and Deliverables to be Provided by AISD

In consideration of the funding to be paid by CITY under this Agreement, AISD agrees to provide the following services and to perform the following activities:

Services

Target Population: Students at Allison, Brooke, Govalle, Metz, Ortega and Zavala elementary schools grades kindergarten through second.

Objective/Strategy: Assist students in developing language and reading skills.

ACE program will be administered and be made available to at least 420 students attending the aforementioned elementary schools.

AISD will waive rental fees associated with the CITY use of AISD facilities for the term of this agreement associated with the CITY's **Creativity Club After-School Program**, at no less than three (3) AISD locations for the duration of this Agreement;

AISD will waive rental fees associated with the CITY's use of a mutually agreed upon AISD stadium for the purpose of hosting an annual one day CITY-sponsored regional track meet at a mutually agreed upon date for the duration of this Agreement;

AISD will waive rental fees associated with auditorium; gymnasium, classroom or field use for a CITY public purpose as requested by the CITY throughout the duration of this agreement. Requests for classrooms or fields will be mutually agreed upon by AISD and the CITY;

AISD will waive rental fees associated with CITY's use of the Austin High Tennis Center to allow public play weekdays until 9:00 a.m. during the 2014-2015 AISD school year;

Success Indicators: As part of its end-of-program report (described below), AISD will provide to the CITY indicators establishing pre- and post-tutoring program assessments and results indicating student progress in reading; and

Monitoring: AISD will establish monthly communication with the assigned CITY contract manager via email to verify program operation and student participation. Monthly communications will identify any potential problems and recommended solutions.

Deliverables

AISD will provide to CITY a post-program report assessing program success, identifying issues and recommending changes to improve the program for the next mentoring year.

The end-of-program report will be submitted sixty (60) days after the close of the 2014-2015 ACE Program.

Report shall contain:

- Student assessment data demonstrating the percentage of students achieving benchmark scores for their grade level;
- Total number of students tutored, percent of students who meet criteria for successful completion of the ACE program;
- Detailed annual budget indicating the exact use of CITY funds in support of the ACE program; and
- Any additional information reflecting student success as a result of enrollment in the program.

C. Financial Terms

CITY will reimburse AISD for services and deliverables of the ACE Program as described herein in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for school year 2014-15. After completion of the 2014-2015 Reading Tutorial Intervention Program, payment shall be made within thirty (30) calendar days after receipt of a complete and valid invoice from AISD that includes the aforementioned program report.

The report that will be submitted by Ariel Cloud, Area I Associate Superintendent, will document that services, deliverables, goals and objectives have been met by AISD. The report will be accompanied by a letter or memo from PARD's Contract Manager acknowledging achievement of goals and objectives by AISD.

The Austin Independent School District will use their standard invoice forms in submitting the request for payment to pardaccounts payable@austintexas.gov with the invoice meeting the following criteria:

- i. The invoice must have a unique invoice number than will not be duplicated.
- ii. The invoice must have a date.
- iii. The vendor name and address on the invoice must match the vendor/customer information exactly.
- iv. The invoice must contain a description of the items or services purchased.

D. Compliance with Laws

AISD agrees to comply with all applicable federal, state, and local laws and regulations in providing services under this Agreement.

E. Right to Audit

AISD agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all AISD records related to its performance under this Agreement during normal business hours (Monday – Friday, 8 a.m. – 5 p.m., excluding state holidays). AISD shall retain all such records in an accessible location for a period of three (3) years after the termination of this Agreement or until all audit and litigation matters that the CITY has brought to the attention of AISD are resolved, whichever is longer. AISD agrees to refund to the CITY any overpayments disclosed by any such audit.

F. Criminal Background Checks.

AISD agrees to verify that a criminal background check on every employee or volunteer whose duties place him or her in contact with children under eighteen (18) years of age has been performed.

G. Designation of Contract Managers

1. City's Contract Manager for this Agreement is Patrick Corona, Division Manager, Community Recreation Centers, 919 W. 28 ½ St., Austin, TX 78705, (512) 974-9482. He will be responsible for assigning appropriate staff for oversight and monitoring of AISD's performance under this Agreement.

City's Contract Manager:

- may meet with AISD to discuss any operational issues or the status of the services or work to be performed;
- will promptly review all written reports submitted by AISD, will determine whether the reports comply with the terms of this Agreement, and will give AISD timely feedback on the adequacy of its progress and reports; and
- will review and approve payments in accordance with the approved payment plan and with City financial policies.

2. AISD's Contract Manager for this Agreement is Ariel Cloud, Area I Associate Superintendent, who will represent AISD with regard to performance of this Agreement and will be the designated point of contact for the City Contract Manager.

3. If either party replaces its Contract Manager, the party will promptly send written notice of the change to the other party. The notice will identify a qualified and competent replacement and provide contact information.

H. Termination

If either party defaults in the performance of any term or condition of this Agreement, the defaulting party will have thirty (30) calendar days after receipt of a written notice that identifies the cure for the default. If the default is not cured within this time period to the satisfaction of the party that provided the notice, such party will have the right, without further notice, to terminate this Agreement. In addition, either party may terminate this Agreement without cause at any time by providing written notice, not less than ninety (90) days, to the other party.

I. Miscellaneous

Complete Agreement. This is the complete agreement between the parties regarding literacy programs. It supersedes any other agreement or understanding between the parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of either party to the other, written or oral, concerning the subject matter of this Agreement.

Amendment. This Agreement may be modified or renewed only in a writing executed by each party following approval by each party's governing body. Neither any representation nor promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, will be binding on either party unless approved by each party's governing body, made in writing and signed by an authorized representative of each party.

Independent Contractors. This Agreement will not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. City and AISD are independent contractors. AISD agrees and understands that the Agreement does not grant to AISD or its employees any rights or privileges established for employees of the City.

Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of law principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement shall be proper in Travis County.

Offset of Indebtedness. AISD acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person or entity that is in arrears to the City for taxes, and of § 2-8-3 of the Austin City Code concerning the right of City of Austin to offset indebtedness owed to City of Austin.

Current Revenue. AISD acknowledges that the City's payment obligations to AISD are payable only from funds appropriated for the current fiscal year and currently available for the purpose of this Agreement. City shall provide AISD with prompt notice of failure of City to make an adequate appropriation or lack of current revenue for any fiscal year.

Assignment. Neither party shall transfer any right or obligation under this Agreement without the prior written consent of the other party.

No Third Party Beneficiaries. The parties agree that nothing in this Agreement shall be construed to be for the benefit of any third party.

Non-Waiver. In no event will any payment by City to AISD, the acceptance or receipt of reports, or any other act or failure of the City to insist in any one or more instances upon compliance with a term or condition of this Agreement constitute or be construed to be a waiver by City of any other instance of non-compliance, nor of any breach of covenant or default by AISD which may subsequently occur. Neither will such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights, which rights, powers, privileges, or remedies are always specifically preserved. No employee or agent of the City may waive the effect of this provision.

Conflict of Interest. AISD covenants that neither it, nor any member of its governing body, presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required to be performed under this Agreement. AISD further covenants that, in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body. AISD further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with which they have family, business, or other ties. AISD acknowledges that no officer, employee, independent consultant or elected official of City who is involved in the development, evaluation or decision-making process, or the performance of any solicitation regarding this Agreement

shall have a financial interest, direct or indirect, in the Agreement. AISD acknowledges that if it takes action, directly or indirectly, that results in a violation of this provision, City in its sole discretion may void this Agreement.

Political and Sectarian Activity. No portion of the funds received by AISD under this Agreement will be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Publicity. Where such action is appropriate as determined by the City, AISD will publicize the activities conducted by AISD under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for AISD will recognize the City as a funding source.

Termination for Public Safety. The City will have the right to terminate this Agreement without prior notice, due to AISD's or its vendors' action or inaction that results in an immediate threat to public health, safety and welfare and for which there is no cure.

Dispute Resolution.

If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and AISD agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, and AISD agrees it will compel participation of its vendors in mediation if applicable to the dispute. The City and AISD will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Notices. Any notice to be given under this Agreement will be considered delivered: (i) upon personal delivery to the person named below; (ii) within three (3) days after deposit in the United States mail, if mailed by certified mail, return receipt requested, and addressed to the person designated below for receipt of notice; or (iii) one business day after being sent by overnight delivery by a commercial courier service that tracks shipping and notice delivery. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated below, provided that a written copy of the notice is also delivered promptly to the person by one of the three means identified above.

The parties designate the following persons for receipt of notices:

If to AISD:

Austin Independent School District
1111 West Sixth Street
Austin, TX 78703

Attention: Interim Superintendent, Paul Cruz, Ph.D.
cc: Chief Academic Officer and the Chief Schools Officer
Phone Number: 512.414.1700
Facsimile: 512.414.1486

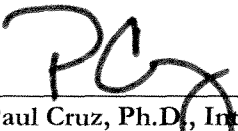
If to City of Austin: Bert Lumbreras, Assistant City Manager
City of Austin
P.O. Box 1088
Austin, Texas 78767
Phone Number: 512.974.1808
Facsimile: 512.974.2833

With Copy to: Sara L. Hensley, Director, CPRP
City of Austin
Parks & Recreation Department
P.O. Box 1088
Austin, Texas 78767
Phone Number: 512.974.6716
Facsimile: 512.974.6703

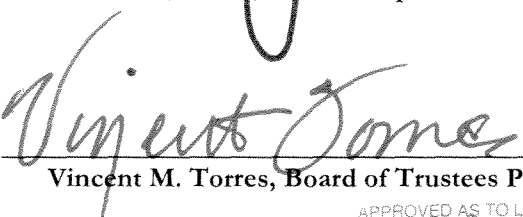
The parties may change the person designated for receipt of notice by giving notice in writing to the other party, identifying the new person designated for receipt of notice and providing the person's mailing address and contact information.

AGREED AND APPROVED:

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: 
Paul Cruz, Ph.D., Interim Superintendent

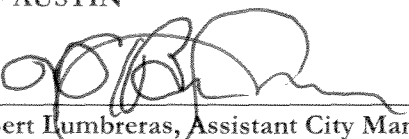
Date: 9/29/14

By: 
Vincent M. Torres, Board of Trustees President

Date: 9/29/14

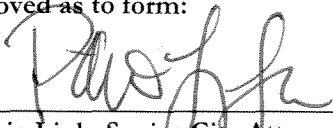
APPROVED AS TO LEGAL FORM
 9/29/14

CITY OF AUSTIN

By: 
Bert Lumbreras, Assistant City Manager

Date: 10/13/14

Approved as to form:

A handwritten signature in dark ink, appearing to read 'Patricia Link', written over a horizontal line.

Patricia Link, Senior City Attorney
Assistant

AGENDA



Recommendation for Council Action

Austin City Council - Commissioners Court Meeting	Item ID	36258	Agenda Number	52
Meeting Date:	9/25/2014	Department:	Parks and Recreation	

Subject

Authorize negotiation and execution of an interlocal agreement between the City and the Austin Independent School District for the ACE Reading and Tutoring Intervention Program to be offered at Allison, Brooke, Govalle, Metz, Ortega and Zavala Elementary Schools.

Amount and Source of Funding

Funding for the AISD Reading Intervention Program is annually allocated through the general fund 1000-8600-5101 and is expected to be \$100,000 in FY 2015.

Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not included.

Purchasing Language:	
Prior Council Action:	September 26, 2013- Council approved the negotiation and execution of an interlocal agreement between the City of Austin and the Austin Independent School District.
For More Information:	Kimberly McNeeley, (512) 974-6722.
Boards and Commission Action:	
MBE / WBE:	
Related Items:	

Additional Backup Information

Recognizing the importance of early intervention to improve the reading and writing skills of Austin's youth, on September 26, 2013, the City Council authorized the negotiation and execution of an interlocal agreement between the City of Austin and the Austin Independent School District that would support the ACE Reading and Tutoring Intervention Program at Allison, Brooke, Govalle, Metz, Ortega and Zavala elementary schools.

"ACE: A Community for Education", is offered through the University of Texas at Austin's Charles A. Dana Center, and places highly trained AmeriCorps tutors into 24 AISD Title I elementary schools to ensure that children advance to grade level in reading before the third grade. These ACE tutors provide intensive, daily, bilingual, reading tutoring to over 2,000 K-2nd grade students in AISD.

Since the Council's approval, the Parks and Recreation Department (PARD) has partnered with the Austin Independent School District (AISD) and has provided an allocation of \$100,000 to sustain the reading intervention/tutoring program. Moreover, provisions for PARD's continued annual support of the program are

included in the FY 2014-15 proposed budget.

PARD funding supported the K-2nd grade ACE Reading Tutoring Intervention Program offered at Allison, Brooke, Govalle, Metz, Ortega and Zavala elementary schools and served 419 AISD students, of which 86% were on track to reach end-of-year benchmarks in critical reading skills.

The funding, provided by the City of Austin, will be allocated in the following manner:

- Allison Elementary School - \$14,000 to partially fund ACE Tutoring
- Brooke Elementary School - \$14,000 to partially fund ACE Tutoring
- Govalle Elementary School - \$14,000 to partially fund ACE Tutoring
- Metz Elementary School - \$30,000 to partially fund ACE Tutoring
- Ortega Elementary School - \$14,000 to partially fund ACE Tutoring
- Zavala Elementary School - \$14,000 to partially fund ACE Tutoring

In exchange for these funds, AISD will:

- Waive rental fees associated with the City's use of AISD facilities for the City's Creativity Club After-School Program;
- Waive rental fees associated with the City's use of an AISD stadium for a City-sponsored track meet;
- Waive rental fees associated with the City's use of AISD auditoriums, gymnasiums, classrooms, or fields during the agreement; and
- Waive rental fees associated with the City's use of the Austin High Tennis Center for public play before 9:00 am (weekdays) during AISD's 2014-2015 School Year.